

THIS AGREEMENT, entered into this..... day of..... March, 19 76, between  
JOHN H. KOEHLER and BERNICE KOEHLER, husband and wife,  
hereinafter referred to as Seller, and..... FRANCIS E. LEHMANN and REID R. TOMBAUGH, both of Pontiac,  
Livingston County, Illinois,  
hereinafter referred to as Buyer, WITNESSETH:

1. DESCRIPTION, PRICE and PAYMENT: That Seller sells the following described real estate, to-wit:

Lot Two in Block 51 of the Original Town (now City)  
of Pontiac, Livingston County, Illinois

and

The West Two feet of Lot One, except Fifty foot alley  
in Block 51, situated in the Original Town (now City)  
of Pontiac, Livingston County, Illinois

~~With improvements commonly known as~~

~~located thereon~~ to Buyer, who agrees to pay \$ 6,000.00 therefor in the manner following: \$ 1,000.00  
upon the execution of this agreement, receipt whereof is hereby acknowledged;

and the remainder on or before the..... 25th..... day of..... April....., 19 76, and on  
receipt of deed Payments made prior to delivery of deed shall be held in escrow by..... STROCK & HIRST

for the benefit of both parties and paid over in accordance with the terms of this contract on delivery of deed.

2. EVIDENCE OF TITLE: That on or before the..... 15th..... day of..... April....., 19 76,  
Seller will furnish Buyer: (Note: Use a for abstract only; b for title policy only. If Seller is to have option as to abstract  
or title policy, then use a and b with intervening phrase.)

a. Complete abstract of title to said premises, brought down to recent date, certified by a competent abstractor,  
showing merchantable title to said premises according to the rules and standards of the Bar of the County in  
which said real estate is situated, subject only to the matters to which this sale is subject by the terms hereof,  
and allow Buyer a reasonable opportunity to have said abstract examined. Merchantable title means merchantable  
as of delivery of deed and the term complete abstract means an abstract showing all matters necessary to make  
title merchantable as of delivery of deed. On or before the..... 20th..... day of..... April....., 19 76, Buyer shall submit to Seller a written Statement of any title objections deemed material. Seller shall  
have until date for delivery of deed to correct such objections as are necessary to render title merchantable.

Or, in lieu of such abstract of title, Seller may furnish

b. Written commitment from a title insurance company duly authorized to do business in Illinois, showing  
title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary  
exceptions contained in owners policies issued by such company. If written commitment discloses defects in  
title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such  
policies, then Seller shall have until date for delivery of deed to correct such defects. Owners title policy, in  
amount of the purchase price for said premises, will be paid for by Seller and issued to Buyer after delivery  
of deed.

3. DEED: That Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as  
Buyer may direct, by Warranty Deed upon payment being made as herein provided, on or before the..... 25th.....  
day of..... April....., 19 76.

4. POSSESSION: That possession of said real estate is to be delivered to Buyer on or before the..... 25th.....  
day of..... April....., 19 76. Seller will pay public utility service charges incurred for improve-  
ments on said real estate up to the time when possession passes to Buyer.

5. INSURANCE: That Seller will keep fire and extended coverage insurance on improvements on said real  
estate in force during the term of this agreement in not less than the amount ~~of \$~~ now existing..... for the benefit  
of both parties as their interests may appear. Buyer agrees to accept the insurance company settlement in full satisfaction  
of any loss which occurs before delivery of deed.



6. ENCUMBRANCES: That said real estate is subject to the following encumbrances:  
a. Taxes for the year 1975, to be paid by Sellers, and all subsequent taxes to be paid by Purchasers.

~~XXXXXX~~

~~which will be assumed by Buyer, if so provided in paragraph b, and if not so provided then it may be satisfied out of purchase price and released when deed is delivered.~~

c. Easements and building or use restrictions of record, and provisions of zoning and building ordinances, if any, none of which shall be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. PERSONAL PROPERTY: That the purchase price expressed above includes the following items which pass to the Buyer for no additional consideration: None

8. SPECIAL PROVISIONS:

(A) The Seller hereby warrants that Seller has not received any notice from any City, Village or other Governmental authority of a Dwelling Code violation which existed before this contract was executed, and Seller does not know of any such Dwelling Code violation.

(B) It is understood and agreed that Sellers are to have the obligation of tearing down that part of the residence which does not constitute part of the original brick structure of the house. It is understood and agreed that this work shall be done within three months of the time of the execution of this contract. It is further understood and agreed that nothing shall be done in this demolition work that would further damage the front part of this house containing the original building.

9. NOTICES, ETC.: That abstracts, title commitments, communications or notices with reference to this contract may be delivered by or to the parties or their respective attorneys, whose names and addresses are:

SELLER'S ATTORNEY

BUYER'S ATTORNEY

*Wien & Clay*  
*119 1/2 N Mill St*  
*Pontiac Ill*

RONALD V. HIRST  
STROCK & HIRST  
303 West Washington Street  
Pontiac, Illinois 61764

This contract was prepared by \_\_\_\_\_ Buyer's \_\_\_\_\_ attorney and approved by  
Seller's \_\_\_\_\_ attorney.

10. SETTLEMENT: That settlement shall be made and deed shall be delivered at the office of STROCK & HIRST, Pontiac, Illinois \_\_\_\_\_ or such place as the parties agree upon.

11. When used in this instrument, unless the contract requires otherwise, words importing the masculine gender include the feminine, and words importing the singular number include the plural and words importing the plural number include the singular.

12. It is mutually agreed by and between the parties hereto, that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties, and that time is of the essence of this contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to this agreement in \_\_\_\_\_ triplicate \_\_\_\_\_ the date and year first above written.

SELLERS: *John H. Koehler* (Seal) BUYERS: *Francis E. Lehmann* (Seal)  
(JOHN H. KOEHLER) (FRANCIS E. LEHMANN)  
*Bernice Koehler* (Seal) *Reid R. Tombaugh* (Seal)  
(BERNICE KOEHLER) (REID R. TOMBAUGH)  
\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)